

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

FILED - GR  
January 12, 2022 11:39 AM  
CLERK OF COURT  
U.S. DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
BY:JMW SCANNED BY: KB 1/12

DAVID ANGEL SIFUENTES III,  
Plaintiff,

CASE NO.

**1:22-cv-31**

v.

**Hala Y. Jarbou  
U.S. District Judge**

OYO FITNESS LLC  
Defendant.

**COMPLAINT AND MEMORANDUM OF LAW**

Now Comes, David Angel Sifuentes III, ( hereinafter “Sifuentes”, and or “Plaintiff”) In Pro Se and submits this complaint with incorporated memorandum of law against Oyo Fitness LLC (hereinafter “Oyo” ,unit” and or “defendant”) in regards of a breach of warranty under the Magnusson-Moss Warranty Act, 15 U.S.C. sec. 2301 et seq, (“Warranty Act”), also under the “breach of warranty” law of Michigan, under MCL 445.903 and Michigan Consumer Protection Act MCL 445.903 for defective workmanship, and intentional infliction of emotional distress, for 5,000,000 also statutory, punitive damages and any other relief and awards Sifuentes is entitled to by law. Sifuentes ask that this Honorable Court liberally construe this document. *Haines v. Kerner*, 404 U.S. 519 (1972). Pro se litigants can be excused from full compliance with technical procedural rules. *Norfleet v. Walker*, 684 F.3d 688 (7<sup>th</sup> Cir. 2012). A court should consider well-pleaded facts despite litigants’ unfamiliarity with pleading requirements. See e.g. *Bell Atlantic Corp v. Twombly*, 550 U.S. 544 (2007); *Smith v. Smith*, 589 F.3d 736 (4<sup>th</sup> Cir. 2009); *Neitzke v. Williams*, 490 U.S. 319 (1989). Sifuentes states as follows:

**Facts Complaint and memorandum of law.**

**Facts**

On or around August 14, 2021, Sifuentes purchased an Oyo Nova Gym online through Oyo Fitness LLC. Sifuentes had a 30-day guarantee to return the item for a full refund. Sifuentes opened and used the Nova Gym in December 2021. The Nova Gym broke while using the equipment for exercise around December 6, 2021. The plastic part that belongs to the handle of the Nova gym cracked and the cord used to guide the spiral flex got stuck and punched Sifuentes' hand. Sifuentes sent an email out to customer service complaining about the product. Sifuentes was informed he got a replacement unit around December 7, 2021. Sifuentes did not receive the replacement item.

Sifuentes contacted customer service again around January 5, 2022, who then informed Sifuentes that no units were available. Nova guarantees that the Nova Gym is free from defects. The company issued a full refund around January 6, 2021 of \$266.99. Sifuentes sent an email to customer service on the same day informing Nova gym that the company is in "breach of warranty" for selling him defective product. Sifuentes also informed the company around January 7, 2021 that he may be seeking legal remedies and damages for the defective unit.

### **Complaint and memorandum of law**

#### **i. "Breach of Warranty"**

Oyo is in "breach of warranty" by selling Sifuentes a Nova gym unit that was defective. Nova guarantees that their product would be free of any defects. This court has jurisdiction to hear this matter under the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq., MCL 445.903, and Michigan Consumer Protection Act MCL 445.903. This court has supplemental jurisdiction to hear state law claims under the Magnuson-Moss Warranty Act. See e.g. *Clemens v. DaimlerChrysler Corp.*, 534 F.3d 1017, 1022 n.3 (9<sup>th</sup> Cir. 2008); 28 U.S.C. § 1367. See also *Pack v. Damon Corp.*, 434 F.3d 810 (6<sup>th</sup> Cir. 2006) (*The Sixth Circuit allowed claims of Michigan warranty and other state laws to proceed in federal court*).

The unit was defective and broke within 2-3 uses. The workmanship is defective. The unit caused injury on Sifuentes' hand when the plastic part that is attached to the handles cracked and the cords got jammed in the unit. It hurt due to the snap of the unit. When the unit got stuck it

caused the handle to punch Sifuentes hand. Sifuentes seeks damages of \$5,000,000 plus any punitive, special, damages and any other relief Sifuentes is entitled to under law.

**ii. "Intentional infliction of emotional distress"**

Due to being sold a defective unit Sifuentes and the slight injury when the handle of the cord pinched Sifuentes had when the cord got stuck, he is very mad. Even if the unit did not cause any serious injury or had not injured Sifuentes at all Sifuentes is very mad that he was sold a defective product which is supposed to be free of defects. Sifuentes "intentional infliction of emotional distress" claim is attached to his "breach of warranty" claim for damages, and relief.

**WHEREFORE**, Sifuentes **PRAYS** that this honorable Court award him the amount of \$5,000,000 for both statutory, punitive damages, and any other relief and awards Sifuentes is may be entitled to by law.

Respectfully submitted,



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David Angel Sifuentes III  
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Dated: January 8, 2022



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